

STATE OF ALABAMA     )  
                                      )  
COUNTY OF SHELBY    )

## SEWER EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that this Sewer Easement Agreement is made and entered into this 26<sup>th</sup> day of October, 2004, by and between **SHELBY LAND PARTNERS, LLC**, an Alabama limited liability company ("SLP"), and **MARK OSBORN**, an individual ("Osborn") (collectively referred to herein as the "Grantor") and **WESTWOOD BAPTIST CHURCH**, an Alabama church corporation ("Grantee").

**WHEREAS**, Grantee is the owner of certain real property located in Alabaster, Shelby County, Alabama (the "Church Property") as more particularly described in Exhibit A attached hereto and Grantee desires to construct and operate a church and related facilities on the Church Property;

**WHEREAS**, Grantor is the owner of certain real property located along the Southern and Western boundaries of the Church Property and more particularly described in Exhibit B attached hereto (the "Grantor Property");

**WHEREAS**, Grantee desires to construct, install, place, maintain and repair a sanitary sewer system within a portion of the Grantor Property in conjunction with the development and construction of the Church Property and Grantor is willing to allow such use on the terms and conditions stated herein.

**NOW THEREFORE**, Grantor, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey unto the Grantee a Sewer Easement over a portion of the Grantor Property located in the County of Shelby, State of Alabama on the following terms and conditions:

1.     **Sewer Easement.**

(a) Grantee, together with its successors, assigns, employees, contractors, subcontractors and agents, shall have the non-exclusive right, power and authority to enter upon and use that portion of the Grantor Property as described on Exhibit C attached hereto (the "Sewer Easement Area") with such men, supplies and equipment as are necessary for the purpose of developing and constructing sanitary sewer line improvements and all necessary fixtures thereto in the Sewer Easement Area to provide sanitary sewer services to the Church Property. This sewer easement shall specifically include only the right to enter on the Sewer Easement Area for the purpose of facilitating said construction and installation and any subsequent maintenance or repair of the sewer line contained therein. Grantor hereby agrees to permit the removal of any trees, brush, undergrowth, other vegetation, soil, structures or



obstructions situated within the Sewer Easement Area for the purpose of constructing and maintaining the sanitary sewer line through the Sewer Easement Area; provided, however, that the disposal of any such removed items shall be conducted away from the Grantor Property and the Sewer Easement Area in a manner consistent with any applicable codes, ordinances or state laws.

(b) This easement shall be perpetual. The easement and rights herein granted shall be deemed appurtenant to and to run with the ownership of the Church Property.

2. **Ownership of Easement Rights and Lines.** Grantee and Grantor hereby acknowledge that ownership of the sanitary sewer line installed within the Sewer Easement Area shall be vested in Grantee. Grantee shall pay when due all tapping, impact and use fees related to Grantee's use of the sanitary sewer line as may be charged from time to time by any sewer authority or the applicable municipal, county or state government (the "Governing Authority"). Upon completion of the sanitary sewer line and its connection to lines owned and operated by any Governing Authority, Grantee may convey, grant and otherwise transfer the easement and Grantee's rights and interests in the sanitary sewer line to a Governing Authority. Grantor hereby agrees for itself and its successors and assigns to execute such documents and agreements as may be required by a Governing Authority to effectuate the transfer of the easement and sewer line.

3. **Improvements within Sewer Easement Area.** Neither the Grantor nor its transferees, grantees, successors or assigns to the Sewer Easement Area shall build or construct, or permit to be built or constructed, any building or other improvements, other than parking lots, roads or other utility services (which utility services shall not interfere with the sanitary sewer line) over or across said Sewer Easement Area, nor change the contour thereof, without the written consent of Grantee.

4. **Relocation of Sanitary Sewer Line.** Grantor, its grantees, successors or assigns (each a "Grantor Party") may, at the sole expense of the Grantor Party exercising such relocation right and at no expense to Grantee, relocate the sanitary sewer line, or a portion of such line, servicing the Church Property to a location wherein the Grantor Party exercising such right has the right to locate a sanitary sewer line, provided that:

- (i) the Grantor Party exercising such right shall grant an easement to Grantee for the area where such sanitary sewer line is relocated of the same width and on the same terms and conditions as provided in this Agreement;
- (ii) the relocation of such sanitary sewer line shall be conducted in such a manner as to not interrupt sanitary sewer service to the Church Property;
- (iii) any new location for the sanitary sewer line shall permit for the sanitary sewer line to operate by gravity; and

- (iv) the Grantor Party exercising such rights, shall by the exercise of such rights, have agreed to defend, indemnify and hold harmless Grantee, its successors and assigns and their respective agents, contractors, directors, employees and representatives from any damage, claim, loss or injury, whether suffered by or asserted against any one or more of them, from or by any party whatsoever arising from the exercise by Grantor Party of the relocation rights herein granted, including, without limitation, personal injury, loss of life, loss of or damage to real or personal property, and attorney fees and other costs of defense or litigation.

Upon completion of any such relocation, Grantee, its successor or assigns, agree to execute an instrument to abandon this Agreement with respect to the portion of the Sanitary Sewer Easement Area from which the sanitary sewer line has been relocated.

5. **Indemnity Agreement.** Grantee hereby agrees to defend, indemnify and hold harmless Grantor and its agents, contractors, directors, employees and representatives from any damage, claim, loss or injury, whether suffered by or asserted against any one or more of them, from or by any party whatsoever arising from (i) the exercise by Grantee of the easement rights herein granted, (ii) the entry upon the Grantor Property or any portion thereof by Grantee or any party acting on behalf of Grantee in constructing or maintaining the sanitary sewer line, or (iii) any use, repair or maintenance of the Sewer Easement Area, by Grantee, its employees, contractors or agents, or any other party acting on behalf of Grantee, including, without limitation, personal injury, loss of life, loss of or damage to real or personal property, and attorney fees and other costs of defense or litigation.

6. **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to Grantor: Shelby Land Partners, LLC  
Four Riverchase Ridge  
Birmingham, AL 35244  
Attention: \_\_\_\_\_

With a copy to: Mr. Mark Osborn  
4766 Highway 280  
Birmingham, AL 35242

If to Grantee: Westwood Baptist Church  
423 Thompson Road  
Alabaster, AL 35007  
Attention: Mr. Les Hughes

Any such notices shall be deemed to be sufficiently given or served upon any party hereto when either (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and



addressed as provided above or (iii) deposited with a nationally recognized overnight delivery courier service for next day delivery and addressed as set forth above. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

7. **Binding Effect.** The terms and provisions of this instrument shall be binding upon and inure to the benefit of the undersigned parties and their respective successors and assigns.

**[NO FURTHER TEXT ON THIS PAGE]**

**IN WITNESS WHEREOF**, Grantor and Grantee have entered into this Agreement as of the day and year first written above.

**GRANTOR:**

**SHELBY LAND PARTNERS, LLC,**  
an Alabama limited liability company

By: [Signature]  
Name: James A. Jackson  
Its: Manager

STATE OF ALABAMA     )

COUNTY OF Jefferson     )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James A. Jackson, whose name as Manager of Shelby Land Partners, LLC, an Alabama limited liability company, is signed to the foregoing Sewer Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal, this the 26<sup>th</sup> day of October, 2004.

[Signature]  
Notary Public

My Commission Expires: 3-9-08

**GRANTOR:**



**Mark Edward Osborn, individually**

STATE OF ALABAMA     )

COUNTY OF JEFFERSON   )

I, the undersigned, a Notary Public in and for said County, in said State, do hereby certify that Mark Edward Osborn, an individual whose name is signed to the foregoing Sewer Easement Agreement, and who is known to me, acknowledged before me on this day, that, being informed of the contents of said Sewer Easement Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 20<sup>th</sup> day of October, 2004.

  
Notary Public

MY COMMISSION EXPIRES NOVEMBER 4th, 2006  
My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**WESTWOOD BAPTIST CHURCH**, an Alabama church corporation

By: Daniel M. Acker  
Name: DANIEL M. ACKER  
Its: TRUSTEE

STATE OF ALABAMA     )  
COUNTY OF Jefferson )

By: Rollin L. Johnson  
ROLLIN L. JOHNSON  
Its Trustee

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Daniel M. Acker and Rollin L. Johnson, whose name as Trustee of Westwood Baptist Church, an Alabama church corporation, is signed to the foregoing Sewer Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents thereof, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 26<sup>th</sup> day of October, 2004.

Roberta J. Cahill  
Notary Public

My Commission Expires: 3-9-08



## **EXHIBIT A**

### **CHURCH PROPERTY DESCRIPTION**

A parcel of land situated in the Northwest  $\frac{1}{4}$  of Section 6, Township 21 South, Range 2 West and the Northeast  $\frac{1}{4}$  of the northeast  $\frac{1}{4}$  of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Begin at the Northwest corner of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama; thence in an Easterly direction along the North line of said Section 6 a distance of 2464.52 feet to a point on the Westerly Right-of-Way line of a proposed road, said point lying on a curve to the right having a radius of 267.50 feet and a central angle of  $84^{\circ}35'12''$ ; thence  $80^{\circ}41'54''$  to the right (angle measured to tangent) in a Southerly and Southwesterly direction along the arc of said curve and along said Right-of-Way line a distance of 394.91 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said Right-of-Way line a distance of 316.54 feet to the P.C. (point of curve) of a curve to the left having a radius of 1032.50 feet and a central angle of  $25^{\circ}27'28''$ ; thence in a Southwesterly direction along the arc of said curve and along said Right-of-Way line a distance of 458.76 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction along said Right-of-Way line a distance of 1042.50 feet to a point; thence  $90^{\circ}$  to the right in a Northwesterly direction (leaving said Right-of-Way line) a distance of 248.19 feet to a point; thence  $18^{\circ}00'32''$  to the left in a Northwesterly direction a distance of 750.35 feet to a point, said point lying 70.00 feet West of the East line of Section 1, Township 21 South, Range 3 West; thence  $55^{\circ}17'11''$  to the right in a Northerly direction parallel to and 70.00 feet west of the East line of said Section 1; a distance of 679.59 feet to a point, said point lying on the North line of said Section 1; thence  $92^{\circ}24'14''$  to the right in an Easterly direction along the North line of said Section 1 a distance of 70.06 feet to the POINT OF BEGINNING.



## EXHIBIT B

### (Legal Description)

That portion of the SW1/4 of Section 1, Township 21 South, Range 3 West, lying North of Hwy 31 and East of Interstate I-65.

The SE 1/4 of Section 1, Township 21 South, Range 3 West. Less and except that portion owned by Earnestine and Clarence Oden.

That portion of the NE 1/4 of Section 1, 21 South, Range 3 West lying East of Interstate I-65. Less and except that property described as follows: A tract of land in the Southeast 1/4 of the Northeast 1/4 of Section 1, Township 21, Range 3 West. Begin 621 feet East of the Southwest corner and run East 260 feet, Northeast 800 feet, West 260 feet, Southwest 800 feet to point of beginning; being further identified as tax parcel #23-1-01-1-001-001. (The "Spence" Tract)

That portion of the SE 1/4 of Section 36, Township 20 South, Range 3 West lying East of Interstate I-65.

The NE 1/4 of the NW 1/4; the NW 1/4 of the NW 1/4; and the SW 1/4 of the NW 1/4; of Section 6, Township 21 South, Range 2 West.

All being situated in Shelby County, Alabama.

**Exhibit B**

(Legal Description)

Less and except the following described property:

**PARCEL I:**

A parcel of land situated in the Southeast 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 613.31 feet to the POINT OF BEGINNING of the parcel described herein; thence continue along the last stated course a distance of 646.04 feet to a point on the Easterly Right-of-Way line of a proposed road, said point also being on a curve to the left having a radius of 500.00 feet and a central angle of  $26^{\circ}14'59''$ ; thence  $111^{\circ}52'06''$  to the right (angle measured to tangent) in a Northerly direction along the arc of said curve and along said Right-of-Way line a distance of 229.07 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction along said Right-of-Way line a distance of 140.49 feet to the P.C. (point of curve) of a curve to the right having a radius of 775.00 feet and a central angle of  $34^{\circ}26'26''$ ; thence in a Northerly and Northeasterly direction along the arc of said curve and along said Right-of-Way line a distance of 465.85 feet to a point; thence  $82^{\circ}29'40''$  to the right (angle measured to tangent) in a southeasterly direction (leaving said Right-of-Way line) a distance of 563.37 feet to a point; thence  $67^{\circ}26'47''$  to the right in a southerly direction a distance of 595.84 feet to the POINT OF BEGINNING.



**PARCEL II:**

A parcel of land situated in the East 1/2 of Section 1, Township 21 South, Range 3 West and the Northwest 1/4 of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 1313.72 feet to the POINT OF BEGINNING of the centerline of a proposed road, being 100 feet in width, lying 50 feet on either side of the following described centerline said point also lying on a curve to the left having a radius of 450.00 feet and a central angle of  $28^{\circ}49'44''$ ; thence  $114^{\circ}26'52''$  to the right (angle measured to tangent) in a Northerly direction along the arc of said curve a distance of 226.42 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 140.49 feet to the P.C. (point of curve) of a curve to the right having a radius of 825.00 feet and a central angle of  $48^{\circ}19'53''$ ; thence in a northerly and Northeasterly direction along the arc of said curve a distance of 695.92 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction a distance of 303.37 feet to the P.C. (point of curve) of a curve to the left having a radius of 950.00 feet and a central angle of  $35^{\circ}06'40''$ ; thence in a Northeasterly and Northerly direction along the arc of said curve a distance of 582.16 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 406.40 feet to the P.C. (point of curve) of a curve to the right having a radius of 2850.00 feet and a central angle of  $41^{\circ}47'25''$ ; thence in a Northerly and Northeasterly direction along the arc of said curve a distance of 2078.73 feet to the P.T. (point of tangent) of said curve at which point said Right of Way becomes 65 feet in width, lying 32.50 feet on either side of the following described centerline; thence tangent to said curve in a Northeasterly direction a distance of 1162.62 feet to the P.C. (point of curve) of a curve to the right having a radius of 1000.00 feet and a central angle of  $25^{\circ}27'28''$ ; thence in a Northeasterly and Easterly direction along the arc of said curve a distance of 444.32 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in an Easterly direction a distance of 316.54 feet to the P.C. (point of curve) of a curve to the left having a radius of 300.00 feet and a central angle of  $83^{\circ}36'26''$  more or less; thence in an Easterly, Northeasterly and Northerly direction along the arc of said curve a distance of 437.77 feet more or less to a point at the intersection of the centerline of said proposed road and the north line of section 6, Township 21 South, Range 2 West, said point being the POINT OF ENDING of the centerline of the proposed road described herein.



**PARCEL III:**

A parcel of land situated in the Northeast 1/4, the Southeast 1/4 and the Southwest 1/4 of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West; thence in a Westerly direction along the South line of said Section 1 a distance of 2055.82 feet to a point at the intersection of said Section line and the Westerly Right-of-Way line of Interstate Drive, said point being the POINT OF BEGINNING of the parcel described herein; thence continue in a Westerly direction along the South line of said Section 1 (leaving said Interstate Drive Right-of-Way line) a distance of 282.10 feet to a point on the Northeasterly Right-of-Way line of U.S. Highway No. 31; thence  $37^{\circ}21'23''$  to the right in a Northwesterly direction along the Northeasterly Right-of-Way line of said U.S. Highway No. 31 a distance of 240.61 feet to a concrete Right-of-Way monument; thence  $1^{\circ}35'30''$  to the left in a Northwesterly direction along said Right-of-Way line a distance of 499.72 feet to a concrete Right-of-Way monument at the intersection of said Right-of-Way line and the Easterly Right-of-Way line of Interstate Highway No. 65; thence  $28^{\circ}21'35''$  to the right in a Northwesterly direction along the Easterly Right-of-Way line of said Interstate Highway No. 65 a distance of 162.31 feet to a concrete Right-of-Way monument; thence  $27^{\circ}44'36''$  to the right in a Northerly direction along said Right-of-Way line a distance of 630.36 feet to a concrete Right-of-Way monument; thence  $12^{\circ}13'40''$  to the right in a Northerly direction along said Right-of-Way line a distance of 572.42 feet to a concrete Right-of-Way monument; thence  $13^{\circ}28'52''$  to the right in a Northeasterly direction along said Right-of-Way line a distance of 1591.01 feet to a concrete Right-of-Way monument; thence  $30^{\circ}35'37''$  to the right in a Northeasterly direction along said Right-of-Way line a distance of 173.96 feet to a point; thence  $30^{\circ}30'08''$  to the left in a Northeasterly direction along said Right-of-Way line a distance of 552.94 feet to a point; thence  $84^{\circ}23'49''$  to the right (leaving said Right-of-Way line) in a Southeasterly direction a distance of 881.93 feet to a point; thence  $90^{\circ}00'$  to the right in a Southwesterly direction a distance of 100.12 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 114.90 feet to the P.C. (point of curve) of a curve to the right having a radius of 105.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 33.78 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 82.97 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $18^{\circ}26'06''$ ; thence in a Southwesterly direction along the arc of said curve a



distance of 17.70 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 364.19 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $87^{\circ}26'32''$ ; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 83.94 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of  $118^{\circ}23'41''$ ; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 148.78 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $30^{\circ}57'07''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 24.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 307.13 feet to the P.C. (point of curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $40^{\circ}14'52''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 31.61 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 72.00 feet and a central angle of  $80^{\circ}29'58''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 101.16 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 45.00 feet and a central angle of  $40^{\circ}15'09''$ ; thence in a Southwesterly direction along the arc of said curve a distance of 31.61 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 263.14 feet to a point; thence  $90^{\circ}00'00''$  to the right in a Northwesterly direction a distance of 196.66 feet to a point; thence  $95^{\circ}00'00''$  to the left in a Southwesterly direction a distance of 111.29 feet to the P.C. (point of curve) of a curve to the left having a radius of 60.00 feet and a central angle of  $70^{\circ}36'50''$ ; thence in a Southwesterly, Southerly and Southeasterly direction along the arc of said curve a distance of 73.95 feet to the P.R.C. (point of reverse curve) of a curve to the right having a radius of 70.00 feet and a central angle of  $96^{\circ}14'51''$ ; thence in a Southeasterly, Southerly and Southwesterly direction along the arc of said curve a distance of 117.59 feet to the P.R.C. (point of reverse curve) of a curve to the left having a radius of 60.00 feet and a central angle of  $50^{\circ}38'01''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 53.02 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 320.64 feet to the P.C. (point of curve) of a curve to the right having a radius of 65.00 feet and a central angle of  $43^{\circ}14'23''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 49.05 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 20.06 feet to the P.C. (point of curve) of a curve to the left having a radius of 55.00 feet and a central angle of  $48^{\circ}14'23''$ ; thence in a Southwesterly and Southerly direction along the arc of said curve a distance of 46.31 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 578.42 feet to a point; thence  $93^{\circ}42'51''$  to the right in a Westerly direction a distance of 491.10 feet to the P.C. (point of curve) of a curve to the left having a radius of 25.00 feet and a central angle of  $86^{\circ}31'11''$ ; thence in a Westerly, Southwesterly and Southerly direction along the arc of said curve a distance of 37.75 feet to the P.T. (point of tangent) of said curve, said point lying on the Easterly Right-Of-Way line of Interstate Drive; thence  $90^{\circ}00'$  to the right in a Westerly direction (leaving said Easterly Right-of-Way line) a distance of 80.00 feet to a point on the Westerly Right-of-Way line of said Interstate Drive; thence  $90^{\circ}00'$  to the left in a Southerly direction along the Westerly

Right-of-Way line of said Interstate Drive a distance of 74.94 feet to a point on the Northeasterly line of a 100 foot Alabama Power Company Right-of-Way; thence  $153^{\circ}08'27''$  to the right in a Northwesterly direction along the Westerly Right-of-Way line of said Interstate Drive and the Northeasterly line of said Alabama Power Company Right-of-Way a distance of 22.13 feet to a point; thence  $153^{\circ}08'27''$  to the left in a Southerly direction (leaving the Northeasterly line of said 100 foot Alabama Power Company Right-of-Way) along the Westerly Right-of-Way line of said Interstate Drive a distance of 364.54 feet to the POINT OF BEGINNING.



## **EXHIBIT C**

### **SEWER EASEMENT AREA DESCRIPTION**

A 20 FOOT SEWER EASEMENT being 10 feet in equal width on each side of the following described line: Commence at the Southeast corner of Section 1, Township 21 South, Range 3 West, Shelby County, Alabama; thence proceed North 00° 50' 41" West along the East boundary of said Section 1 for a distance of 3441.97 feet; thence proceed South 89° 09' 19" West for a distance of 795.22 feet; thence proceed South 67° 37' 04" East for a distance of 28.44 feet to a sanitary manhole in place being the point of beginning of said sewer easement. From this beginning point proceed South 72° 31' 45" East along the centerline of said easement for a distance of 70.19 feet; thence proceed North 87° 12' 18" East along the centerline of said easement for a distance of 642.97 feet; thence proceed South 60° 39' 35" East along the centerline of said easement for a distance of 171.36 feet to the termination of said easement.